



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/685,764	10/15/2003	Jeffrey C. Schlimmer	MS1-1657US	6319
22801	7590	10/16/2007		
LEE & HAYES PLLC 421 W RIVERSIDE AVENUE SUITE 500 SPOKANE, WA 99201			EXAMINER BASHORE, WILLIAM L	
			ART UNIT 2176	PAPER NUMBER
			MAIL DATE 10/16/2007	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

Application No.

10/685,764

Applicant(s)

SCHLIMMER ET AL.

Examiner

William L. Bashore

Art Unit

2176

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 07 August 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-39 is/are pending in the application.
- 4a) Of the above claim(s) 1-14 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 15-39 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

## Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

## Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### **DETAILED ACTION**

1. This action is responsive to the following communications: Response to Restriction Practice filed 8/7/2007.
2. Claims 1-39 pending, with Group I claims 1-14 withdrawn from examination on the merits. Claims 15, 21, and 26 being the independent claims.

#### ***Continued Examination Under 37 CFR 1.114***

3. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 8/7/2007 has been entered.

#### ***Election/Restrictions***

4. Applicant's election of Group II, claims 15-39, in the reply filed on 8/7/2007 is acknowledged. Because applicant did not distinctly and specifically point out the supposed errors in the restriction requirement, the election has been treated as an election without traverse (MPEP § 818.03(a)).

#### ***Claim Rejections - 35 USC § 101***

5. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

6. **The claimed invention (as claimed in claims 15-25) is directed to non-statutory subject matter.**

**In regard to independent claims 15, and 21**, each of said claims recite in pertinent part “*A computer-readable medium having stored thereon a data structure...*”. Since Applicant’s specification teaches carrier wave signals (see Applicant’s specification – at least paragraph [0091]), said claims are not tied to any of the technological arts, and are therefore directed to non-statutory subject matter.

Said claims are also directed to non-statutory subject matter because merely claiming a data structure on a medium can be interpreted as non-functional descriptive material, which by itself imparts no functional interoperability.

**In regard to dependent claims 16-20, and 22-25**, said claims are rejected for fully incorporating the deficiencies of their respective base claims.

#### ***Claims Rejections – 35 U.S.C. 102***

7. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Art Unit: 2176

8. **Claims 15-39 are rejected under 35 U.S.C. 102(b) as being clearly anticipated by Altova Inc. & Altova GmbH, “XML Spy Suite 4.4, User and Reference Manual Version 4.1, copyright 1998-2001, dated May 24, 2002, cover, copyright page, and pages I-XVI, and 1-586, [hereinafter “XML Spy”].**

Regarding **independent claim 15**, XML Spy teaches:

*A computer readable medium...comprising:*

*A first data field encoded according to a first format; and*

*A second data field...second format;*

*Wherein the first data field and the second data field are homogenized data according to a reference encoding format.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching combining data with different encodings and changing the encodings to a single encoding.

Specifically, see, XML Spy, pages 117-131, teaching “encoding,” page 123, “save” and “save as,” page 124, as methods for changing the format of an electronic file to a reference encoding.

See also, XML Spy, pages 208-209, teaching “import text file,” “which lets you import any structured text file into XML Spy and convert it to XML format immediately. This is useful when you want to import legacy data from older systems, as most software products support a text export interface of some kind.” It is inherent that since XML Spy will import any structured text file and convert it to XML format immediately, and since there are more than one form of structured text file, and since files may be combined in XML, that at least two different encodings can be combined as homogenized data (i.e. as a single package) in according to the reference encoding – XML.)

See also, XML Spy, pages 303-304, teaching “encoding” where a “default encoding for new files can be pre-determined in the settings dialog box so that each new document is automatically created with

Art Unit: 2176

a proper XML-declaration” thereby teaching that a plurality of files may be encoded to the same homogenized data according to a default reference encoding.

See also, XML Spy, pages 551-553, teaching that all XML files from formats on a variety of machines and languages, will be homogenized to the reference encoding of Unicode.)

Regarding the claimed limitation -

*Wherein the homogenized comprises combining within a single package without having to perform character set-to-character set encodings*

It is noted that Applicant’s specification paragraph [0006] describes the above as resulting from “combining data having at least two different encodings and presenting the combined data as homogenized data according to a reference encoding”. Since XML Spy teaches this, as explained above, XML Spy therefore teaches the resulting limitation of “not having to perform character set-to-character set encodings”:

Regarding **dependent claim 16**, XML Spy teaches:

*wherein the reference encoding is XML.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

Regarding **dependent claim 17**, XML Spy teaches:

*wherein the combined data is encoded into a single XML information set.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

Art Unit: 2176

Regarding **dependent claim 18**, XML Spy teaches:

*wherein the combining comprises referring to data using an include element to reference binary data.*

(See, XML Spy, pages 6, 123, and 374, teaching the use of ASCII as an accommodated binary code within the invention and within the include codes in the header of the program.)

Regarding **dependent claim 19**, XML Spy teaches:

*wherein a href (Hypertext REference) attribute of the include element provides a universal resource identifier of the binary data to be referenced.*

(See, XML Spy, page 204, teaching an href to a universal resource identifier (URL).)

Regarding **dependent claim 20**, XML Spy teaches:

*wherein the SOAP header block points to any one of a web resource, an audio resource, and an image resource.*

(See, XML Spy, pages 115, 188, 295, 379-380, 414, and 436, teaching use of a cache for reloading files with URLs. And see, XML Spy, page 8, teaching that XML Spy will handle graphics as representations of media resources.)

Regarding **independent claim 21**, XML Spy teaches:

*A method of combining formats for an electronic file, comprising:  
combining data having at least two different encodings; and  
presenting the combined data as homogenized data according to a reference encoding.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching combining data with different encodings and changing the encodings to a single encoding.)

Specifically, see, XML Spy, pages 117-131, teaching “encoding,” page 123, “save” and “save as,” page 124, as methods for changing the format of an electronic file to a reference encoding.

See also, XML Spy, pages 208-209, teaching “import text file,” “which lets you import any structured text file into XML Spy and convert it to XML format immediately. This is useful when you want to import legacy data from older systems, as most software products support a text export interface of some kind.” It is inherent that since XML Spy will import any structured text file and convert it to XML format immediately, and since there are more than one form of structured text file, and since files may be combined in XML, that at least two different encodings can be combined as homogenized data in according to the reference encoding – XML.)

See also, XML Spy, pages 303-304, teaching “encoding” where a “default encoding for new files can be pre-determined in the settings dialog box so that each new document is automatically created with a proper XML-declaration” thereby teaching that a plurality of files may be encoded to the same homogenized data according to a default reference encoding.

See also, XML Spy, pages 551-553, teaching that all XML files from formats on a variety of machines and languages, will be homogenized to the reference encoding of Unicode.)

Regarding the claimed limitation -

*Wherein the homogenized comprises combining within a single package without having to perform character set-to-character set encodings*

It is noted that Applicant’s specification paragraph [0006] describes the above as resulting from “combining data having at least two different encodings and presenting the combined data as homogenized data according to a reference encoding”. Since XML Spy teaches this, as explained above, XML Spy therefore teaches the resulting limitation of “not having to perform character set-to-character set encodings”.



Art Unit: 2176

Regarding **dependent claim 22**, XML Spy teaches:

*wherein the reference encoding is XML.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

Regarding **dependent claim 23**, XML Spy teaches:

*wherein the combined data is encoded into a single XML information set.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

Regarding **dependent claim 24**, XML Spy teaches:

*wherein the combining comprises combining data fragments, each data fragment being defined by values corresponding to a respective encoding, length, and content.*

(It is noted that the phrase “interleaving data” is not found to be expressly defined in the specification, except from what appears to be a contextual definition of the phrase “interleaved data” as follows: “*FIG. 3 refers to the mixed content encoding combination technique, by which data having at least two different encodings is interleaved, i.e., combined, in accordance with a reference encoding.*” See, figure 3, and disclosure, paragraph [0046]. Based on the specification and the context of the claims, the Examiner reads the limitation of combining comprising “interleaving data” to mean data which is a block containing more than one encoding, which is then read by the program and combined into one encoding such as Unicode. Such interpretation will be used for the remainder of this Office Action.

Art Unit: 2176

See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching many different encodings singularly or in combination being all translated to Unicode (XML) or other designated encoding. It is noted that XML Spy will translate most encodings into a variety of second encodings, including into Unicode for XML. The character of the original encodings and whether the block of data contains one or more than one encoding does not affect the translation. Additionally, the manner of notation of the data in the first encoding (i.e., “encoding, length, and content”) does not affect the translation and is read as non-functional descriptive language such that it is not limiting on the claimed invention.)

Regarding **dependent claim 25**, XML Spy teaches:

*wherein a data fragment is notated as <encoding><length><content>.*

(It is noted that the phrase “interleaving data” is not found to be expressly defined in the specification, except from what appears to be a contextual definition of the phrase “interleaved data” as follows: “*FIG. 3 refers to the mixed content encoding combination technique, by which data having at least two different encodings is interleaved, i.e., combined, in accordance with a reference encoding.*” See, figure 3, and disclosure, paragraph [0046]. Based on the specification and the context of the claims, the Examiner reads the limitation of combining comprising “interleaving data” to mean data which is a block containing more than one encoding, which is then read by the program and combined into one encoding such as Unicode. Such interpretation will be used for the remainder of this Office Action.

See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching many different encodings singularly or in combination being all translated to Unicode (XML) or other designated encoding. It is noted that XML Spy will translate most encodings into a variety of second encodings, including into Unicode for XML. The character of the original encodings and whether the block of data contains one or more than one encoding does not affect the translation. Additionally, the manner of notation of the data

Art Unit: 2176

in the first encoding (i.e., “encoding, length, and content”) does not affect the translation and is read as non-functional descriptive language such that it is not limiting on the claimed invention.)

**Regarding independent claim 26:**

Claim 26 incorporates substantially similar subject matter as claimed in claim 15 and, in further view of the following is rejected along the same rationale. Claim 1 does not specify transmitting data to a receiving node, however, transmission of data to a node is inherent in the translation of data to a XML format which is taught in XML Spy, and which is based on hierarchical organization including nodes. All data within XML Spy is within nodes.)

**Regarding dependent claim 27, XML Spy teaches:**

*wherein the reference encoding includes at least one of the at least two different encodings.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

**Regarding dependent claim 28, XML Spy teaches:**

*wherein the reference encoding is XML.*

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

**Regarding dependent claim 29, XML Spy teaches:**

*wherein the combined data is encoded into a single XML information set.*

Art Unit: 2176

(See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching encoding in Unicode (for XML) and other encodings being all translated to Unicode (XML).)

Regarding **dependent claim 30**, XML Spy teaches:

*A method according to claim 26, wherein the combining includes resolving to data.*

(It is noted that the specification expressly defines the term “resolve” as follows: *“It should be noted that, as utilized within this description, the term “resolve” refers to linking or pointing to referenced data.”*

See, disclosure, paragraph [0016]. It is believed by the Examiner based on the context of the definition in the disclosure that the Applicants intended the stated definition of “resolve” to apply to the term “resolving,” as used in claim 30, and, accordingly, the term will be so read for the remainder of this Office Action.

It is further noted that the function of “linking or pointing to referenced data” is consistent with the function of “referencing,” which was known to one of ordinary skill in the art at the time of the invention to refer to a reference data type, and was defined as follows: “A data type that is represented by a reference (similar to a pointer) to the type’s actual value. If a reference type is assigned to a variable, that variable references (or ‘points to’) the original value.” See, “Microsoft Computer Dictionary, Fifth Edition,” Microsoft Press, 2002, definition of “reference type.”

Based on the definitions and the use of the terms in context of the claims, the terms “reference” as used in claim 5, is read as having the same function as the term “resolving” as used in claim 30.

Therefore, based on the stated interpretations of the claim language, claim 30 incorporates substantially similar subject matter as claimed in claim 5 and is rejected along the same rationale.)

Regarding **dependent claim 31**, (It is noted that the phrase “interleaving data” is not found to be expressly defined in the specification, except from what appears to be a contextual definition of the

Art Unit: 2176

phrase “interleaved data” as follows: “*FIG. 3 refers to the mixed content encoding combination technique, by which data having at least two different encodings is interleaved, i.e., combined, in accordance with a reference encoding.*” See, figure 3, and disclosure, paragraph [0046]. Based on the specification and the context of the claims, the Examiner reads the limitation of combining comprising “interleaving data” to mean data which is a block containing more than one encoding, which is then read by the program and combined into one encoding such as Unicode. Such interpretation will be used for the remainder of this Office Action.

See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching many different encodings singularly or in combination being all translated to Unicode (XML) or other designated encoding. It is noted that XML Spy will translate most encodings into a variety of second encodings, including into Unicode for XML. The character of the original encodings and whether the block of data contains one or more than one encoding does not affect the translation.)

Regarding **dependent claim 32**, XML Spy teaches:

*A method according to claim 30, wherein the combining includes resolving to data using an include element to reference binary data.*

(It is noted that the specification expressly defines the term “resolve” as follows: “*It should be noted that, as utilized within this description, the term "resolve" refers to linking or pointing to referenced data.*”

See, disclosure, paragraph [0016]. It is believed by the Examiner based on the context of the definition in the disclosure that the Applicants intended the stated definition of “resolve” to apply to the term “resolving,” as used in claim 30, and, accordingly, the term will be so read for the remainder of this Office Action.

It is further noted that the function of “linking or pointing to referenced data” is consistent with the function of “referencing,” which was known to one of ordinary skill in the art at the time of the

Art Unit: 2176

invention to refer to a reference data type, and was defined as follows: “A data type that is represented by a reference (similar to a pointer) to the type’s actual value. If a reference type is assigned to a variable, that variable references (or ‘points to’) the original value.” See, “Microsoft Computer Dictionary, Fifth Edition,” Microsoft Press, 2002, definition of “reference type.”

Based on the definitions and the use of the terms in context of the claims, the terms “reference” as used in claim 7, is read as having the same function as the term “resolving” as used in claim 32.

Therefore, based on the stated interpretations of the claim language, claim 32 incorporates substantially similar subject matter as claimed in claim 7 and is rejected along the same rationale.)

Regarding **dependent claim 33**, XML Spy teaches:

*wherein a href (Hypertext REFerence) attribute of the include element provides a universal resource identifier of the binary data to be referenced.*

(See, XML Spy, page 204, teaching an href to a universal resource identifier (URL).)

Regarding **dependent claim 34**, XML Spy teaches:

*wherein the combined data is presented as a MIME serialization.*

(See, XML Spy, page 296, teaching translation of MIME serialization data to XML.)

Regarding **dependent claim 35**, XML Spy teaches:

*wherein the include element comprises a simple object access protocol (SOAP) header block.*

(See, XML Spy, pages 257-273, teaching use of the SOAP protocol in a header block.)

Art Unit: 2176

Regarding **dependent claim 36**, XML Spy teaches:

*wherein the SOAP header block points to any one of a web resource, an audio resource, and an image resource.*

(See, XML Spy, pages 115, 188, 295, 379-380, 414, and 436, teaching use of a cache for reloading files with URLs. And see, XML Spy, page 8, teaching that XML Spy will handle graphics as representations of media resources.)

Regarding **dependent claim 37-39**, XML Spy teaches:

*wherein the combining comprises combining data fragments, each data fragment being defined by values corresponding to a respective encoding, length, and content.*

(It is noted that the phrase “interleaving data” is not found to be expressly defined in the specification, except from what appears to be a contextual definition of the phrase “interleaved data” as follows: “*FIG. 3 refers to the mixed content encoding combination technique, by which data having at least two different encodings is interleaved, i.e., combined, in accordance with a reference encoding.*” See, figure 3, and disclosure, paragraph [0046]. Based on the specification and the context of the claims, the Examiner reads the limitation of combining comprising “interleaving data” to mean data which is a block containing more than one encoding, which is then read by the program and combined into one encoding such as Unicode. Such interpretation will be used for the remainder of this Office Action.

See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching many different encodings singularly or in combination being all translated to Unicode (XML) or other designated encoding. It is noted that XML Spy will translate most encodings into a variety of second encodings, including into Unicode for XML. The character of the original encodings and whether the block of data contains one or more than one encoding does not affect the translation. Additionally, the manner of notation of the data in the first encoding (i.e., “encoding, length, and content”) does not affect the

Art Unit: 2176

translation and is read as non-functional descriptive language such that it is not limiting on the claimed invention.).

In addition,

*A method according to claim 13, wherein a data fragment is notated as*

*<encoding> <length> <content>.*

(It is noted that the phrase “interleaving data” is not found to be expressly defined in the specification, except from what appears to be a contextual definition of the phrase “interleaved data” as follows: “*FIG. 3 refers to the mixed content encoding combination technique, by which data having at least two different encodings is interleaved, i.e., combined, in accordance with a reference encoding.*” See, figure 3, and disclosure, paragraph [0046]. Based on the specification and the context of the claims, the Examiner reads the limitation of combining comprising “interleaving data” to mean data which is a block containing more than one encoding, which is then read by the program and combined into one encoding such as Unicode. Such interpretation will be used for the remainder of this Office Action.

See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching many different encodings singularly or in combination being all translated to Unicode (XML) or other designated encoding. It is noted that XML Spy will translate most encodings into a variety of second encodings, including into Unicode for XML. The character of the original encodings and whether the block of data contains one or more than one encoding does not affect the translation. Additionally, the manner of notation of the data in the first encoding (i.e., “encoding, length, and content”) does not affect the translation and is read as non-functional descriptive language such that it is not limiting on the claimed invention.)



Art Unit: 2176

9. It is noted that any citations to specific, pages, columns, lines, or figures in the prior art references and any interpretation of the references should not be considered to be limiting in any way. A reference is relevant for all it contains and may be relied upon for all that it would have reasonably suggested to one having ordinary skill in the art. See, MPEP 2123.

*Response to Arguments*

10. Applicants' arguments filed 8/7/2007 have been fully and carefully considered, but they are not persuasive.

**Regarding rejections of independent claims 15, 21, and 26:**

Applicants argue that the reference fails to teach or suggest "combining data having at least two different encodings; and presenting the combining data as homogenized data according to a reference encoding." See, Remarks. page 10.

The Examiner disagrees.

See, XML Spy, pages 117-131, 208-209, 303-304, and 551-553, teaching combining data with different encodings and changing the encodings to a single encoding.

Specifically, see, XML Spy, pages 117-131, teaching "encoding," page 123, "save" and "save as," page 124, as methods for changing the format of an electronic file to a reference encoding.

See also, XML Spy, pages 208-209, teaching "import text file," "which lets you import any structured text file into XML Spy and convert it to XML format immediately. This is useful when you want to import legacy data from older systems, as most software products support a text export interface of some kind." It is inherent that since XML Spy will import any structured text file and convert it to XML format immediately, and since there are more than one form of structured text file, and since files

Art Unit: 2176

may be combined in XML, that at least two different encodings can be combined as homogenized data in according to the reference encoding – XML.)

See also, XML Spy, pages 303-304, teaching “encoding” where a “default encoding for new files can be pre-determined in the settings dialog box so that each new document is automatically created with a proper XML-declaration” thereby teaching that a plurality of files may be encoded to the same homogenized data according to a default reference encoding.

See also, XML Spy, pages 551-553, teaching that all XML files from formats on a variety of machines and languages, will be homogenized to the reference encoding of Unicode.


### ***Conclusion***

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to William L. Bashore whose telephone number is (571) 272-4088. The examiner can normally be reached on 9:00 am - 5:30 pm EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner’s supervisor, Doug Hutton can be reached on (571) 272-4137. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 2176

12. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



**WILLIAM BASHORE**  
**PRIMARY EXAMINER**

October 14, 2007